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ASSIGNMENT AND AGREEMENT

This Assignment and Agreement (hereinafter "Assignment") entered into in Columbus, Indiana this ____ day of March, 2002, by Dorel Juvenile Group, Inc., a Massachusetts corporation, having a principal place of business at Columbus, Indiana ("DJG"), Cosco Management, Inc., a Delaware corporation, having a principal place of business at Columbus, Indiana (CMI), and New-Tec Integration Company, Ltd., a Chinese corporation, with a principal place of business at Xiamen, China (NTICO).

RECITALS

NTICO has made product designs for (1) a step stool lock, (2) a banquet table design with a unique leg fold, and (3) chair designs ("Product Designs"), the general details of which are shown and/or described in attached Exhibits (1), (2) and (3), respectively;

NTICO desires to assign all of its right, title and interest in and to the Product Designs including any North American patent rights therein to DJG;

For administrative reasons, DJG has set up its affiliate CMI to hold assignments to intellectual property including patent rights;

DJG desires to have its affiliate CMI take an assignment of the Product Designs and all such North American patent rights and for DJG to market such Product Designs for the benefit of both DJG and NTICO; and

DJG desires to purchase all of its requirements for such products embodying the product Designs exclusively from NTICO.

NOW, THEREFORE, for \$1.00 and other good and valuable consideration, including DJG=s agreement to purchase all of its requirements for the products embodied in the Product Designs from NTICO, the parties hereto hereby agree as follows:

1. NTICO hereby assigns all of its right, title, and interest in and to the Product Designs for the North American countries to CMI. CMI shall bear all expense in connection with preparing and filing appropriate patent applications and issuing patents for such Product Designs in North America, and NTICO and NTICO's personnel shall execute all required patent application papers and formal assignments to be recorded in the North American patent offices to establish CMI as the Assignee of all such patent applications and issued patents.

2. DJG shall purchase all of the products DJG sells embodying the Product Designs from NTICO using DJG=s standard Purchase Order papers and procedures. DJG and NTICO shall agree as to all aspects of the price, shipping dates, quality standards and the like associated with such purchases. The parties contemplate there will be separate patent rights assigned hereunder for each of the step stools of Exhibit (1), the banquet table design of Exhibit (2) and the chair designs of Exhibit (3). This Assignment shall require DJG to purchase all of its product requirements embodying the Product Designs from NTICO for so long as CMI shall hold title to the corresponding patent rights assigned under this Assignment.

3. DJG and NTICO agree to work exclusively together in connection with the Product Designs, and NTICO agrees to not provide designs or products similar to the Product Designs assigned hereunder to any party other than DJG. DJG agrees to use its best efforts to sell products embodying the assigned Product Designs.

4. After this Assignment has been in effect for a period of four (4) years from the date of execution, if DJG and NTICO cannot resolve their pricing differences, and DJG cannot continue to purchase any product embodying the Product Designs for resale because of such pricing differences, then CMI shall execute an assignment of patent rights for any Product Designs DJG cannot purchase back to NTICO. As consideration for any assignment of patent rights from CMI back to NTICO, NTICO shall pay CMI all of its patent expenses related directly to such patent rights to be reassigned to NTICO.

5. The parties agree that additional Exhibits may be added to this Agreement and the terms herein shall apply to such additional Exhibits. The additional Exhibits shall be described, dated, and signed in agreement by DJG, CMI, and NTICO. The four (4) year term specified in paragraph 4, above, shall begin and become effective for each additional Exhibit on the date that such additional Exhibit is executed by the last party to execute such Exhibit.

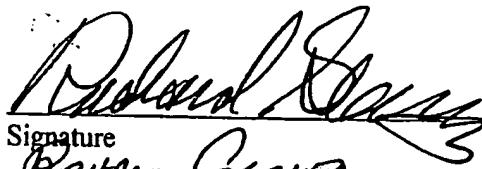
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IN WITNESS WHEREOF, DJG, CMI, and NTICO have executed this Assignment and agree that the effective date of this Assignment shall be the date first written above.

DOREL JUVENILE GROUP, INC. (DJG)

NEW-TEC INTEGRATION COMPANY,
LTD. (NTICO)

Signature


Richard Bowers

Printed Name

V.P.

Title

4/19/02

Date

Signature


NEW-TEC LTD.
王成江

Printed Name

王成江

Title

Vice General Manager

Date

April 19, 2002

COSCO MANAGEMENT, INC. (CMI)

Signature


Donald E. March

Printed Name

V.P.

Title

4/19/02

Date